

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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SCOPE OF WORK PROVISIONS

FOR

**OPERATING ENGINEER
CRANES, PILE DRIVING & HOISTING EQUIPMENT
(OPERATING ENGINEER)
TUNNEL (OPERATING ENGINEER)**

IN

SAN DIEGO COUNTY

23-63-3

MASTER LABOR AGREEMENT

between

**ASSOCIATED GENERAL CONTRACTORS OF AMERICA
SAN DIEGO CHAPTER, INC.**

RECEIVED
Department of Industrial Relations

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 12**

AUG 03 1998
Div. of Labor Statistics & Research
Chief's Office

THIS AGREEMENT entered into this 16th day of June, 1998, by and between signatory members of the Associated General Contractors of America, San Diego Chapter, Inc., (hereinafter referred to as the "Employers"), and the International Union of Operating Engineers, Local Union No. 12, affiliated with the Building and Construction Trades Department of the AFL-CIO, (hereinafter referred to as the "Union").

PURPOSE

The Contractors are engaged in construction, survey work and asphalt producing in San Diego County, and in the performance of their present and future contracting operations, are employing, and will employ, workmen under the terms of this Agreement. The Contractors want to be assured of their ability to procure workmen for the work covered by this Agreement, in the area hereinafter defined in Article I, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction contracts. The Union and the Contractors, by this Agreement intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Contractors further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes and grievances.

ARTICLE I

General Provisions

A. Definitions:

1. Association means Associated General Contractors of America, San Diego Chapter, Inc. The Employers and the Union

recognize and agree that the Association is the administrative representative of the Employers and the Association has no signatory status by the terms of this Agreement. A certified roster of signatory members along with each firms' power of attorney shall be furnished to the Union without delay at the signing of this Agreement, upon the acceptance of new signatory members, and at the commencement of negotiations for a successor Master Labor Agreement. Individual signatory contractors whose names appear along with the power of attorney on a roster furnished to the Union shall thereafter remain bound to this Agreement, and to any successor Master Labor Agreement, until such time as they subsequently withdraw from the Association Bargaining Unit and terminate this Agreement in the manner set forth in this Agreement. Neither the Association nor any individual signatory Contractor shall be permitted to contend that any contractor was inadvertently included on a roster furnished to the Union by error of the Contractor or the Association when accompanied by the power of attorney.

2. The term UNION, as used herein shall refer to the International Union of Operating Engineers, Local Union No. 12, affiliated with the Building and Construction Trades Department, AFL-CIO.

3. The term CONTRACTOR, or EMPLOYER, shall refer to a person, firm or corporation, party to this Agreement.

4. The term WORKMEN, as used herein, shall refer to persons in the labor market not employed.

5. The term EMPLOYEE or EMPLOYEES, as used herein shall refer to the employed person or persons, and/or Owner-Operators, covered by this Agreement.

6. All personal nouns and pronouns refer to the male and female gender.

B. Coverage:

1. This Agreement shall cover and apply in San Diego County, California.

2. This Agreement shall cover and apply to all work falling within the recognized jurisdiction of the Union.

a. It shall cover work on building, heavy highway and engineering construction, including the construction of, in whole or in part, or in improvement or modification thereof, including any structure or operations which are incidental thereto, the assembly, operation, maintenance and repair of all equipment, vehicles and other facilities, including helicopters, used in connection with the performance of the aforementioned work and services and including without limitation the following types of classes of work.

b. Street and highway work, grading and paving, excavation of earth and rock, grade separation, elevated highways, viaducts, bridges, abutments, retaining walls, subways, airport grading, surfacing and drainage, electric transmission line and conduit projects, water supply, water development, reclamation, irrigation, drainage and flood control projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, revetments, quarrying of breakwater or riprap stone, foundations, pile driving, piers, locks, dikes, rivers and harbor projects, breakwaters, jetties, dredging, tunnels, and soil testing when on Employer's payroll.

c. The construction, erection, alteration repair, modification, demolition, addition or improvement, in whole or in part, of any building structure including Power Plants, mines, solar energy installations and appurtenances, oil or gas refineries and incidental structures, also including any grading, excavation, or similar operations which are incidental thereto, or the installation, operation, maintenance and repair of equipment and other facilities used in connection with the performance of such building construction.

d. All concrete form work, including but not limited to, the fabrication, construction, placing, erection, rigging and hoisting, stripping and removing of all forms and operation of the forklift, loed, pettibone or mobile equipment in reference to all of the above work.

e. All work in connection with tiltup slabs, including but not limited to benchmarks, layout, setting of all forms, blockouts, metal door and window jambs, templates for bolts, lift points, knee braces, all stripping of forms (whether or not to be reused) rigging, setting, plumbing, and lining, welding, drilling, ledger bolts, setting of expansion joints and caulking.

Also to include forms for stairs and loading docks (setting and stripping), installation of all doors including roll-up, installation of laminated beams or precast structures, and operation of the fork lift in reference to all of the above work.

f. All work in connection with the hoisting of materials which are to be used for the Carpenters or Building Trades men will be rigged, guided and handled by employees covered by this Agreement.

g. The layout, rigging, tagging, signaling, cutting, burning, welding, chain sawing, driving, setting and pulling of all soldier piles, sheet piles, soldier beams and casings, together with all necessary walling, shoring, underpinning, struts, bracing capping and lagging necessary for construction of subterranean structures of all types to include, but not limited to, subways, subway stations, buildings, storm drains, sewers, pipelines and all open cut and cover construction projects. Fabrication, construction, removal and stripping of all forms both inside and outside the tunnels and drains to include form liners and membranes, whether they be spray on, glue on, tack on, composed of any and all building materials to include plastic, neoprene, high density polyethylene, vinyl cork or any other natural or artificial material. Construction of all covers and access mats to include all necessary rigging for setting and removing, whether intermittently or regularly. Installation and removal of all timber decking.

h. All office modular furniture systems including, but not limited to: The unloading by any means, stockpiling, distribution to point of erection, carrying, handling, transportation, uncrating, installation, cleaning, and/or staging of all office, commercial, industrial, institutional, and hotel furniture systems, furnishings, etc., including (but not limited to) all component parts (regardless of their materials or method or manner of installation, attachment or connection). Also included will be layout work including the use of level, transit and any other instrument or tool (or adaptable tool) required for the work herein described.

i. The placing, handling, moving and erection of all materials which fall within the description of work set forth in the Agreement from the site of delivery on the job to the point of the job where the work is to be performed. The erecting and moving

of all scaffolds and the moving and handling of all materials to be used in erection of scaffolding.

3. In addition to the above, this Agreement shall also include work in the Contractors' yards and shops and field survey work, asphalt, concrete and screening plants, forest fires, floods, and emergency work.

a. Survey work is considered bargaining unit work. If survey work is subcontracted by the Employer, said subcontractor shall be signatory to, and shall perform said work in compliance with the terms and conditions of the current Master Survey Agreement between the Southern California Association of Civil Engineers and Land Surveyors and the Operating Engineers, Local Union No. 12. If survey work is not subcontracted, the terms and conditions contained in **Article XV, Section S** of this Agreement shall apply.

4. This Agreement shall cover and apply to all employees except that it shall not cover and apply to executives, superintendents, assistant superintendents, master mechanics, weigh masters, office engineers, timekeepers, messenger boys, office workers, partsmen, or any other employee of the Contractors above the rank of craft foreman and Party Chief, except as herein provided.

a. The parties recognize that Operating Engineer Foremen are subject to the provisions of Article II and are management representatives of the Contractors and shall not be disciplined by the Union for any actions taken by them in the performance of their duties assigned to them by the Contractors when such duties are not in conflict with the provisions of this Agreement.

5. All work performed and all services rendered by the employees for the Contractor shall be rendered under the terms and provisions at not less than those contained herein. All Contractors or Subcontractors signatory to this Agreement agree to assign all work covered by this Agreement to workmen dispatched by the Union. Any person found performing work properly recognized as being within the jurisdiction of the Union and who has not been referred to the Contractor by written referral from the Union shall be immediately removed from the performance of such work upon written notice and the Contractors shall pay "one day's pay for each day or portion thereof the violation occurred" all wages and

7. Equipment Transportation and Repair:

a. So far as it is within the control of the Contractor, the loading and unloading of equipment which is operated by employees covered by this Agreement, or the transportation of such equipment by means of its own power, from job-to-job, yard-to-yard, shall be performed by employees covered by this Agreement. Nothing herein contained shall be construed to prohibit the normal delivery of freight by common carrier.

b. Nothing in this Agreement shall limit the right of Contractors to utilize machinery and equipment dealers to perform major repairs on machinery and equipment on or off the jobsite. All other maintenance and repairs which are normally and customarily performed by persons in the classification of Heavy Duty Repairman/Welder shall be performed by employees covered by this Agreement. In the event this Paragraph proves unworkable during the life of this Agreement the parties hereto agree that the provision contained in Article XVII will prevail in resolving the issues at hand.

c. The Contractor and his Subcontractors shall have freedom of choice in the purchase of materials, supplies and equipment. Every reasonable effort shall be made by the Contractor and his Subcontractors to refrain from the use of materials, supplies or equipment which use will tend to cause any discord or disturbance on the project.

d. For hazardous waste removal or remediation, those new methods of operation, systems, procedures, equipment, technology, or other changes are developed, introduced or utilized by a Contractor or Subcontractor which replace, modify or add to the work covered by this Agreement, this Agreement shall apply to such new methods and only employees covered by this Agreement shall perform such work.

ARTICLE II

Union Recognition

A. The Contractors hereby recognize the Union as the sole and exclusive collective bargaining representative of all employees and persons employed to perform work covered by this Agreement by the Contractors over whom the Union has jurisdiction, including such jurisdiction as defined by the Building and Construction Trades

a. Derrick Barge Crews on Derrick Barges shall consist of the following: Derrick Barge Operator (up to and including 50 ton M.R.C./Engineer-Operator, Engineer-Oiler required); Derrick Barge Operator (over 50 tons, up to and including 200 ton M.R.C./Engineer-Operator, Engineer-Oiler, Deck Engineer required); Derrick Barge Operator (over 200 ton M.R.C./Engineer-Foreman, Engineer-Operator, Engineer-Oiler and Deck Engineer required).

b. It is agreed that an Engineer-Operator and Engineer-Oiler or Fireman shall constitute a crew and shall be so present on the following equipment at all times: Power shovels, draglines, clamshells, backhoes (excluding Ford Ferguson, Sherman and similar types), all cranes, Whirleys or other types (excluding tower cranes), mucking machines over one-quarter ($\frac{1}{4}$) cu. yd. capacity, trenching machines (except Ford Ferguson, jeeps and similar types), pile drivers, derrick barges, drill rigs (rotary churn or cable tool), and paving mixers. The Engineer-Oiler or Fireman shall be under the direct supervision of the Engineer-Operator. An Engineer-Operator or Journeyman trainee may be utilized instead of Oiler or Fireman.

c. An Oiler shall not be required on backhoes with the following attachments: Hy ram or breaker, shear, vibratory or sheepfoot roller attachments, and grapple or magnet when used on demolition projects. It is also understood that an Oiler will not be required when the backhoe is being used to load trucks and is not cutting to grade; however, if someone other than an Operating Engineer is used to check grade, spot trucks, signal the Operator, oil, grease, or assist the Operator in any manner, then an Oiler shall immediately be requested from the hiring hall and shall remain in that classification for the duration of the job or until such time as the backhoe is no longer in operation on the job. It is further understood that a Grade Checker may be used instead of an Oiler but that Grade Checker shall be identified with the backhoe at all times. When two (2) backhoes are being used to excavate a ditch to receive pipe and the machines are in close proximity to each other, then one (1) Oiler may be employed for both machines.

d. Stiff Leg or Guy Derrick shall be operated by two (2) Operators. When two (2) such units are utilized on a job or project, a third (3rd) Operator shall be employed to assist or relieve the other two (2) Operators.

Contractor to the jobsite and from job-to-job and return. However, employees who voluntarily report to a point for free transportation to the jobsite will not be compensated for the time in route and return. For offshore work, employees will receive travel pay at straight-time rates from point of embarkation to jobsite and from jobsite to debarkation, regardless of mode of transportation.

5. Whenever, because of remoteness of parking areas, hazardous road conditions or security restrictions, the Contractor is required to furnish transportation for workmen within his jobsite to the place of their work, this transportation shall be equipped with seats and handrails.

6. The Contractor shall provide or pay for parking facilities for employees where a sufficient quantity of available free parking is not available within three (3) blocks of the job. This shall apply to all jobs or projects when work is being performed by Operating Engineers within the entire jurisdiction of Local No. 12.

7. Employees covered by this Agreement shall operate all hoisting equipment on the job or project.

8. The occasional use of workmen who are not covered by this Agreement to perform the work of Operating Engineers will not be allowed. In the event a Contractor assigns the work of Operating Engineers to any other workman or employee who has not been dispatched by the Union to the Contractor, the Contractor shall immediately remove such workman from the work involved and shall immediately pay, as compensatory damages an amount equivalent to the top journeyman's wages for each day or part of each day such non-dispatched workman was utilized on the Operating Engineer's work, to the Operating Engineers Health and Welfare Fund.

9. Combination Mixer and Compressor Operator on Guniting work shall be classified as Concrete Mobile Mixer Operator.

10. The necessity for the use of an employee as a Signaller shall be determined by the Contractor. When used, he shall be an Engineer-Oiler, as defined herein, who assists in giving or relaying signals by mechanical means (also by means of hand signals on excavation work), directly to the Operator of hoisting equipment only.

11. When Operating Engineers are working with other trades or crafts they shall be compensated on the same premium overtime conditions as the trade or craft with which they are working.

12. On all short jobs, such as paving, small utility jobs, equipment rental operations, etc., any employee reporting for work and for whom no work is provided shall receive two (2) hours show-up time for so reporting, unless he has been notified prior to the end of his last preceding shift or prior to leaving his home not to report for work.

Any employee for whom work is provided shall receive four (4) hours pay and if more than four (4) hours are worked in any one day, shall receive not less than six (6) hours pay, and if more than six (6) hours work is provided, he shall not receive less than eight (8) hours pay. All travel time shall be considered as work time. It is understood between the parties that this provision does not include truck crane rental operations.

13. Dewatering System:

a. A Dewatering System shall be operated by a Pump Operator at all times that the Dewatering System is being operated.

b. For the purpose of this Article, a Dewatering System is defined as a combination of one (1) or more pumps of any type, size or motive power, including but not limited to Wellpoint Pumps, Submersible Pumps, Well Pumps, Ejector or Eductor Pumps, in combination with wells, wellpoints, sumps, piping and/or other appurtenances, powered by Diesel, electric, gasoline or any other type of motive power to control water on any and all types of construction work, except when submersible or well pumps are operated with public electrical power, an Operating Engineer will not be required. When an employee is required he shall be an Operating Engineer.

c. In the event that pumps are not used for Dewatering projects, pumps that are gasoline or Diesel driven shall be maintained, serviced and operated by an Operating Engineer from the preferred classification, regardless of the purpose for which they are used. When a single small unit is used for filling of a water tank or water trucks, an Operating Engineer will not be required. When an employee is required, he will be an Operating Engineer.

d. A Pump Operator will not be required on the day shift provided there are other operators on the jobsite assigned to service and maintain the pumps during the day shift. However, a Pump Operator will be required on the second (2nd) and third (3rd) shifts unless full shifts are worked by a full crew relieving the first (1st) shift.

N. Foreman:

1. If a Contractor employs seven (7) or more employees covered by this Agreement, excluding Engineer-Oiler and Signalmen, Compressor Operators, Pump Operators, Generator Operators, Rodmen, Chainmen, Instrumentmen and Chief of Party on a Project, an Operating Engineer Foreman shall be employed at the rate of not less than ~~One Dollar and fifty cents~~ (\$1.50) per hour over the hourly rate of the highest paid Operating Engineer on the job or project. The additional pay shall be added to the regular rate and become the base rate for the entire shift. He shall not operate equipment except in an emergency or when the regular Operator is temporarily absent.

2. When more than twenty (20) employees are employed on any one job, or project, an additional Foreman shall be employed and one (1) for each twenty (20) employees thereafter.

3. When less than seven (7) employees are working and the Employer assigns supervisory authority to one of the journeymen, he may be required to work at the trade but will be paid at the Foreman's rate, and the additional pay shall be added to the regular rate and become the base rate for the entire shift.

4. If a Contractor employs forty (40) or more employees covered by this Agreement on any oil or gas refineries and incidental structures, solar energy installations and appurtenances thereto, nuclear, oil, gas or coal power plants and desalination installations and appurtenances, excluding Engineer-Oiler and Signalmen, Compressor Operators, Rodmen, Chainmen, Instrumentmen and Chief of Party on a Project, an Operating Engineer, General Foreman, shall be employed at the rate of not less than ~~One Dollar and fifty cents~~ (\$1.50) per hour over the hourly rate of the highest paid Operating Engineer Foreman on the job or project. The additional pay shall be added to the regular rate and become the base rate for the entire shift. He shall not operate equipment except in an emergency.

R. Special Working Rules and Conditions for Tunnels and Sealed Air Pressure Bores:

1. All terms and conditions of this Agreement shall apply to all employees employed on a tunnel job or project, unless otherwise specified in this Section R.

2. This section covers jobsite work on construction, alteration, repair, modification or demolition of tunnels, shaft, tunnel shafts, adits, silos, raises, subways, underground power houses, including the lining of same which falls within the jurisdiction of the Union. Where open cutwork is covered over or decked with wood, steel or other substitute materials and ~~workmen~~ are required to work under such cover, they shall work and be paid in accordance with the terms and conditions of this Agreement. For all excavation and work related to the excavation, without limiting the scope of the work covered hereby, it is agreed that this Agreement shall cover but not be limited to the construction of, in whole or in part, or the improvement or modification thereof, including any structure or operations which are incidental thereto, the assembly, operation, maintenance and repair of all equipment, vehicles and other facilities used in connection with the performance of the aforementioned work and services and including without limitation the following types of classes or work.

3. The manning, running and/or handling of all boring equipment, mole machines, mining machines, mucking machines, heading shields, all drilling (except jackleg and jumbo), all diamond core drilling, grinding and sharpening of bits, slushers, tuggers (except in breast board or crown bar headings), all conveyors and conveyor belts, locomotives, rubber-tired equipment, including man trip vehicles, mobile power jumbos, Athey Wagons and tractors, all concrete placing equipment such as Rex Pumpcrete and all pneumatic placers (flowcrete) Kemper, Hackley-Presswell and all similar equipment. The jacking of pipe in tunnels, all ground support work including cutting, welding, hauling and hoisting of all liner plate and other materials, all work performed under compressed air which falls within the jurisdiction of the Union. The manning of all hoisting equipment including cherry pickers and/or carpassers, mobile powered heading switches, concrete screeds, agitator cars, the moving, raising and setting of forms including slip forms in tunnels and tunneling operation. The operation, tending and maintenance of all pumps, generators,

compressors and ice plants in or on tunnels and tunnel shaft projects.

4. Any and all emplacements commonly described as underground silos in which missiles are placed, housed, stored and/or their component parts, shall be covered by the terms of this Agreement. All power hoisting and jobsite hauling of all tools, equipment, material, workmen and other personnel and the operation of all equipment primarily used therefor shall be considered the jurisdiction of the Union and shall be covered by the terms and conditions of this Agreement.

5. In addition to the above, this section shall also include work in the Contractors' portal yards and shops, tunnel survey work such as the placing, setting and adjusting of Laser Beams, Gyroscopes, Geodometers, Electrotape and all other instruments used therefor, including Grade Checkers and/or Shift Engineers.

6. Tunnels shall be defined as an underground passageway, except for jacking operations under highways, railroads, embankments, etc., excavated by workmen and equipment working below the earth's surface that provides subterranean route along which workmen, equipment or substances can move other than passageways excavated by mine or quarry operations in connection with such operations.

7. All work of site preparation, mobilization and installation of plant and equipment and the removal of same shall be performed under the terms of this Section R.

8. After tunnel work has begun, work outside the tunnel consisting of batch plant crews, the construction, repair and maintenance of the equipment outside the tunnel, subway, shaft, raise, etc., and the hauling and hoisting of the material to be used inside the tunnel, subway, shaft, raise, etc., or construction, repair or demolition of said tunnel, subway, shaft, raise, etc., shall come under the tunnel provisions and shall work under the tunnel shift conditions, either single or multiple.

a. Employees assigned to batch plant operations shall work under the terms and conditions of the tunnel provisions except when a batch plant is established in an area to provide material for a project consisting of a tunnel or tunnels, and other outside

concrete batching operations, and the batch plant crew or any member of it had not participated in the driving of the tunnel, such employees shall be covered by the regular jobsite concrete batch plant provisions of this Agreement.

9. The following working rules shall govern the employment of employees performing all work covered by this section:

a. Single Shifts: Eight (8) consecutive hours, exclusive of meal period, between 6:00 A.M. and 5:00 P.M., shall constitute a days work for which eight (8) hours the straight-time rate shall be paid. Forty (40) hours, Monday, 6:00 A.M. through Friday, 5:00 P.M., shall constitute a weeks work.

b. All time worked in excess of eight (8) consecutive hours, exclusive of meal period, all time worked in excess of forty (40) hours per week, all time worked before 6:00 A.M. and after 5:00 P.M., and all time worked from Friday midnight to Sunday midnight, and holidays worked, shall be paid for at the applicable overtime rate.

c. Multiple Shifts: When two (2) or more shifts are worked for three (3) or more consecutive days, seven and one-half (7½) hours of work shall constitute a days work for which eight (8) hours the applicable rate shall be paid. There shall be no split or staggered shifts.

d. The applicable overtime rate shall be paid for all time worked or paid in excess of seven and one-half (7½) hours, exclusive of meal period, in any one shift, all time worked in excess of thirty-seven and one-half (37½) hours in any one week, all time worked before the regularly established starting time and after the established quitting time on each shift, and all time worked from Friday midnight to Sunday midnight and holidays worked. Multiple shifts may be alternated in conformance with the desire of the majority of the employees on no less than two-week intervals. However, when multiple shifts are alternated, all employees on such shifts shall be entitled to alternate, if they so desire.

e. Compensation for Travel Within Tunnel: The Contractor shall pay employees covered by this Agreement working within the tunnel, adits, or shafts on a portal to portal basis as follows: The hours of employment of such employees shall commence at the portal of the tunnel, adit or shaft at which he is directed

by the Contractor to report for work on his shift and shall end at such portal except as provided in Section R-9-g.

f. The Contractor shall establish and maintain a change house within a reasonable distance of each portal, adit or shaft which shall include showers, toilet facilities, lockers and heating and drying facilities in accordance with the number of workmen in each crew. Each change house shall be constructed to provide that all clothing will dry between shifts. The Contractor will reimburse employees for clothing or tools lost by fire in an amount up to One Hundred Dollars (\$100.00) in the event of the destruction of the change house by such fire, provided a claim form is filed as provided by the applicable insurance company. This shall not apply to short dry tunnels, two hundred (200) feet or less, such as under highways or railroad embankments.

g. If a change house is located more than one thousand, two hundred and fifty (1,250) walkable feet from a portal, adit or shaft, then the time of work shall start and end for pay purposes at the change house.

(1) This shall not affect the well established practice of employees who are required to report before their regular starting time to fire up, grease or maintain equipment, or as directed by the Employer to report early or remain after his regular shift. These employees shall be paid at the applicable overtime rate. Overtime shall be reckoned on the hour and the half ($\frac{1}{2}$) hour.

h. Employees covered by this Agreement shall perform all repair and service work on equipment, including the washing of all boilers and/or scrubbers.

i. Crews on power shovels and mucking machines over one-quarter ($\frac{1}{4}$) yard shall consist of an Engineer-Operator and an Engineer-Oiler or Apprentice who shall be under the direct supervision of the Engineer-Operator.

j. When employees covered by this Agreement require assistance, other employees covered by this Agreement shall be employed. This shall not change the established practice regarding the use of Oilers, Heavy Duty Repairmen Helpers, Apprentices and/or Firemen.